

WAUKESHA WATER UTILITY
WAUKESHA, WISCONSIN

Great Water Alliance
Contract Package 6 Return Flow Pipeline, 18-Inch Sanitary Sewer, and Outfall Facilities

Addendum No. 3

May 6, 2020

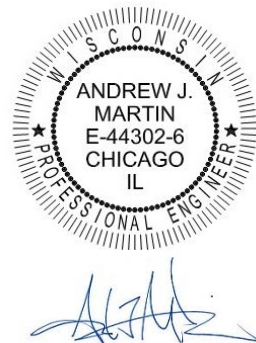
Greeley and Hansen LLC

Dear Bidder:

Bidders for the above-named project are hereby notified that the following addenda are made to the Contract Documents. Conform bids to be received by 10:00 AM local time May 14, 2020 to this Addendum. Annotate Section 00 41 00 Bid Form, Article 3, Paragraph 3.01 to indicate receipt of this Addendum.

Download this Addendum from QuestCDN at www.questcdn.com. In your QuestCDN account, under 'Projects', enter the QuestCDN project number #6923865. Select the project to open the 'Bid Advertisement' page. At the top of the page, options are listed on the functions bar. Select 'Download Addenda' to enable the download of all addenda documents (PDF/Zip file format). Bid documents must be downloaded prior to downloading the addenda.

Date: 5/6/2020



Expiration Date:
7/31/2020

ADDENDUM NO. 3

May 6, 2020

GENERAL

All bidders are hereby notified of the following revisions:

SPECIFICATIONS

1. Volume I of II, Division 0, Section 00 11 13 Notice to Bidders, Page 00 11 13-1:

Refer to the second paragraph from the top of the page. Delete:

The bids will be received by the Waukesha Water Utility on May 14, 2020, at 10:00 A.M. Prevailing Time, electronically, via QuestCDN, at which time and place they will be publicly read aloud at the Citizens Bank located at 2109 Corporate Drive, Waukesha, Wisconsin, 53187.

and replace with:

The bids will be received by the Waukesha Water Utility on May 14, 2020, at 10:00 A.M. Prevailing Time, electronically, via QuestCDN, at which time they will be publicly read aloud online, starting with Contract Package 5 and then Contract Package 6. To attend the online bid opening, information is provided below.

You are invited to a Zoom meeting.

When: May 14, 2020 10:00 AM Central Time (US and Canada)

Register in advance for this meeting:

<https://zoom.us/meeting/register/tJYqdumqqDItG9Bq06B7hUBrvE6jCFRNcm3o>

After registering, you will receive a confirmation email containing information about joining the meeting.

2. Delete Volume I of II, Division 0, Section 00 41 00 Bid Form and replace it with Section 00 41 00 attached hereto. Changes are shown in **bold** or ~~stricken~~ text. Changes made by previous addenda are included.

The updated bid worksheet can be accessed from your QuestCDN account as follows: Select the QuestCDN project number #6923865; at the top of the page in your account, options are listed on the functions bar; Select 'Online Bidding' and enter your login information for the QuestCDN VirtuBid page; Select the 'Bid Worksheet' to access the new worksheet. The worksheet can be downloaded using the 'Export to CSV' option or filled out without downloading the file.

3. Volume I of II, Division 0, Section 00 73 00 Supplementary Conditions, SC-15.01D, Page 00 73 00-25,

Delete SC-15.01D and replace with the following:

SC-15.01D Delete paragraph 15.01D of the General Conditions and substitute the following:

1. Payment will become due to the Contractor or notification of improper invoice will become due to the Contractor after the Resident Project Representative's and Engineer's recommendation in accordance with Wisconsin State Statutes §16.528 and §66.0135. The project is receiving federal funding and payment to the Contractor will be made after the Owner receives funding for each pay application. The amount recommended (subject to any Owner set-offs) will be paid by Owner to Contractor.

4. Volume I of II, Division 1, Section 01 11 00 Summary of Work, Paragraph 1.3.A.13, Page 01 11 00-7:

Add the following sentence: "Substantial completion for the Racine Avenue/CTH Y Pilak Creek Tributary Structure Project is anticipated September 2020."

5. Volume I of II, Division 1, Section 01 29 00 Measurement and Payment:

On Page 01 29 00-16, under Part 1.5.U.1 Contract Item 21 – Sewer Manholes, in the second paragraph, delete "Removal of existing manholes (for existing manholes only)" and replace with "Merge costs for new manholes or removed and replaced manholes into the unit price per manhole for Contract Item 21."

Add Paragraph 1.6.D on Page 01 29 00-25:

D. Allowance Item A5 – Abandoned Gas Main Asbestos Abatement

1. Description: Under the Allowance Item for Abandoned Gas Main Asbestos Abatement, furnish labor, materials, equipment, and services to remove abandoned gas main as necessary for pipeline installation in accordance with safe removal practices provided by WE Energies and appurtenant Work as specified and directed. Handle and dispose of hazardous material in accordance with the Wisconsin Department of Health Services, Chapter DHS 159 and other applicable federal, state, local laws and regulations.

Upon authorization in writing, submit the following in accordance with Division 0:

- a. A scope of Work for the additional Work required, a price proposal for the incremental cost, and supporting documentation for review and approval. Include a detailed description of the type and extent of additional Work to be performed and a detailed cost breakdown showing material, labor and equipment costs. The incremental cost is defined as the cost for removing,

handling, and properly disposing of abandoned gas mains containing asbestos as necessary for pipeline installation.

During the performance of the Work, maintain a daily record of time, material and equipment utilized to perform the Work, signed by the RESIDENT PROJECT REPRESENTATIVE and keep the RESIDENT PROJECT REPRESENTATIVE apprised of the Work schedule.

2. Payment: Payment for Abandoned Gas Main Asbestos Abatement will be made for the Work completed as part of the approved scope of Work(s) for Allowance Item A5.

Include the allowance amount indicated in Section 00 41 00 Bid Form in the Computed Price for the Project. The actual cost of the Work may be less or more than indicated in Section 00 41 00 Bid Form. It is also possible that this Work may not be required, in which case the amount to be paid under this Allowance Item will be zero. Actual payments will be based solely on the amount approved.

In the event that the actual price for additional Work to be performed for abandoned gas main asbestos abatement exceeds the amount in this Allowance Item, provide the extra Work authorized in writing as change order Work. In this case, submit supplemental report(s), price proposal(s), and supporting documentation for review and approval in accordance with Division 0.

6. Volume I of II, Division 1, Section 01 33 00 Submittals:

On Page 01 33 00-10, Part 3.1 Submittal Procedures, delete Paragraph F.1 in its entirety and replace with:

1. Number all submittal items as follows:

AA-BBBBBB-CCC-EEE

Where AA = Submittal type
(D – Submittal data
S – Sample
P – O&M Preliminary
M – O&M Final
T – Training
R – Repair/Spare Parts
W – Warranty)

BBBBBB = Specification Section
CCC = Section Submittal Group No.
EEE = Item No.

Example: D-400520-001-001 indicated the submission of the first item of the first section submittal group requirement of Specification Section 40 05 20.

D-400520-003-002 indicated the submission of the second item of the third section submittal group requirement of Specification Section 40 05 20.

7. Volume II of II, Division 31, Section 31 25 13 Erosion and Sediment Controls:

Beginning on Page 31 25 13-5, delete Part 2.1 Materials, Paragraphs I.1 through I.3.

On Page 31 25 13-11 under Part 3.2 General, Paragraph A.8, delete “Seed any stockpiled material which remains in place longer than thirty days with temporary vegetation and mulch.” and replace with, “Install silt fence or other perimeter control if stockpile will remain inactive for 7 days or longer. Stabilize stockpiles that will remain inactive for 14 days or longer. See Section 32 90 00 Paragraph 1.6 for stabilization options.”

On Page 31 25 13-12, add below Part 3.2 General, Paragraph A.12 “e. Implement prescriptive practices and measures regardless of compliance with sediment performance standard as part of Sections NR 151.11 and 151.23 Wis. Adm. Code. Implement these practices for prescriptive compliance areas that include: soil stockpiles that will exist for more than 7 days, utility trench backfills, temporary ditches/swales that will exist for more than 7 days, permanent ditches/swales, small areas-less than 1 acre, discrete areas-less than 1 acre, storm water practice side slopes, and slopes steeper than 20%. Stabilize all prescriptive compliance areas immediately if area will be left inactive for more than 14 days or if inactivity reaches 14 days.”

On Page 31 25 13-17, delete Part 3.4 Maintenance, Paragraph A and replace with “A. Inspect erosion control devices at least every 7 days and within 24 hours after a rain event of 0.5 inches or more in a 24 hour period.”

On Page 31 25 13-17, delete Part 3.4 Maintenance, Paragraph F and replace with “F. Where vegetative cover has been placed, inspect until vegetative cover has reached final stabilization. Final stabilization means that land-disturbing construction activities at the construction site have been completed and that a uniform perennial vegetative cover has been established with a density of at least 70% of the cover for the unpaved areas and areas not covered by permanent structures.”

On Page 31 25 13-17, delete Part 3.5 Removal of Erosion Control Devices, Paragraph A and replace with “A. Maintain erosion control measures until disturbed earth has been paved or final stabilization has been completed.”

On Page 31 25 13-17, add after Part 3.5 Removal of Erosion Control Devices, Paragraph C “D. Continue inspections and compliance with permit requirements until WDNR confirms termination in writing.”

8. Volume II of II, Division 32, Section 32 12 00 Asphalt Pavement, Page 32 12 00-5:

Add the following to Part 3.4 Rolling, Paragraph F: “In addition to standard compaction, use a pneumatic rubber tire roller on S. 60th Street in the City of Franklin.”

9. Volume II of II, Division 32, Section 32 16 23 Concrete Sidewalks, Page 32 16 23-2:

Add the following to Part 1.4, Quality Assurance: “C. Provide paving maintenance for a period meeting the requirements of the authority having jurisdiction.”

10. Volume II of II, Division 32, Section 32 90 00 Landscaping Work, Part 1.6 Environmental Requirements, Page 32 90 00-3:

Add the following to Paragraph A:

Stabilize disturbed areas that will remain inactive for 14 days or longer. Between September 15 and October 15, stabilize with mulch, tackifier, and a perennial seed mixed with winter wheat, annual oats, or annual rye, as appropriate for region and soil type. From October 15 through cold weather, stabilize with a polymer and dormant seed mix, as appropriate for region and soil type. Class 1 Type B matting on slopes 4:1 or steeper can be used (WDNR updated Erosion Control Notes Doc 3800-2019-01).

11. Volume II of II, Division 33, Section 33 05 23 Jacking, Augering and Mining:

Add the following sentence under Part 1.3 System Description, Paragraph A.1, Page 33 05 23-2: “The CONTRACTOR will bear the cost of a larger casing pipe or thickness if required.”

Delete Part 3.1 Installation, Paragraph F Control of Alignment and Grade on Page 33 05 23-7.

DRAWINGS

12. Delete Note 29 on Drawing G2.
13. Delete Drawing G8 and replace it with G8 Revision No. 1 attached hereto.
14. Add a new Note 2 on Drawing C123 as follows: “2. For AV-RF22, install vault so that the manhole frame and cover are not located within the wheel travel lane path.”
15. Delete Drawing C132 and replace it with C132 Revision No. 1 attached hereto.
16. Delete Drawing C136 and replace it with C136 Revision No. 1 attached hereto.
17. Delete Drawing C145 and replace it with C145 Revision No. 1 attached hereto.
18. Add “2. The overhead electric voltage is 24.9kV along 60th Street.” as Note 2 on Drawings C206 and C208.
19. Add the following to Note 1 on Drawing C301: “Consider the existing utility shown on Detail 1 as a utility that existed prior to construction that may or may not have been removed and replaced as necessary for construction.”
20. Delete cross slope label “VARIES 2% NOR” on PROPOSED TYPICAL SECTION S. 60TH STREET STA 80'TS'+88 TO STA 85'TS'+83 on Drawing C411 and replace it with “3%”.

21. Delete Upper Layer HMA Pavement label “ 2” HMA 5 LT 58-28S” on PROPOSED TYPICAL SECTION S. 60TH STREET STA 80’TS’+88 TO STA 85’TS’+83 on Drawing C411 and replace it with “ 2” HMA 4 MT 58-28 H”.
22. Delete two Lower Layer HMA Pavement labels “ 2” HMA 3 LT 58-28S” on PROPOSED TYPICAL SECTION S. 60TH STREET STA 80’TS’+88 TO STA 85’TS’+83 on Drawing C411 and replace it with a single Lower Layer with label “ 4” HMA 3 LT 58-28 S”.
23. Delete cross slope label “VARIES 2% NOR” on PROPOSED TYPICAL SECTION S. 60TH STREET STA 85’TS’+83 TO STA 94’TS’+35 on Drawing C411 and replace it with “ 3%”.
24. Delete Upper Layer HMA Pavement label “ 2” HMA 5 LT 58-28S” on PROPOSED TYPICAL SECTION S. 60TH STREET STA 85’TS’+83 TO STA 94’TS’+35 on Drawing C411 and replace it with “ 2” HMA 4 MT 58-28 H”.
25. Delete two Lower Layer HMA Pavement labels “ 2” HMA 3 LT 58-28S” on PROPOSED TYPICAL SECTION S. 60TH STREET STA 85’TS’+83 TO STA 94’TS’+35 on Drawing C411 and replace it with a single Lower Layer with label “ 4” HMA 3 LT 58-28 S”.
26. Delete cross slope label “VARIES 2% NOR” on PROPOSED TYPICAL SECTION S. 60TH STREET STA 94’TS’+35 TO STA 111’TS’+48 on Drawing C411 and replace it with “ 3%”.
27. Delete Upper Layer HMA Pavement label “ 2” HMA 5 LT 58-28S” on PROPOSED TYPICAL SECTION S. 60TH STREET STA 94’TS’+35 TO STA 111’TS’+48 on Drawing C411 and replace it with “ 2” HMA 4 MT 58-28 H”.
28. Delete two Lower Layer HMA Pavement labels “ 2” HMA 3 LT 58-28S” on PROPOSED TYPICAL SECTION S. 60TH STREET STA 94’TS’+35 TO STA 111’TS’+48 on Drawing C411 and replace it with a single Lower Layer with label “ 4” HMA 3 LT 58-28 S”.
29. Delete cross slope label “VARIES 2% NOR” on PROPOSED TYPICAL SECTION S. 60TH STREET STA 111’TS’+48 TO STA 114’TS’+77 on Drawing C412 and replace it with “ 3%”.
30. Delete Upper Layer HMA Pavement label “ 2” HMA 5 LT 58-28S” on PROPOSED TYPICAL SECTION S. 60TH STREET STA 111’TS’+48 TO STA 114’TS’+77 on Drawing C412 and replace it with “ 2” HMA 4 MT 58-28 H”.
31. Delete two Lower Layer HMA Pavement labels “ 2” HMA 3 LT 58-28S” on PROPOSED TYPICAL SECTION S. 60TH STREET STA 111’TS’+48 TO STA 114’TS’+77 on Drawing C412 and replace it with a single Lower Layer with label “ 4” HMA 3 LT 58-28 S”.
32. Delete cross slope label “VARIES 2% NOR” on PROPOSED TYPICAL SECTION S. 60TH STREET AT NEW 30” RETURN FLOW PIPELINE CROSSING on Drawing C412 and replace it with “ VARIES 3% NOR”.

- END OF ADDENDUM -

SECTION 00 41 00

BID FORM

Proposal of _____ (hereinafter called "Bidder"), organized and existing under the laws of the State of _____ doing business as _____ *

to the Waukesha Water Utility, Waukesha, Wisconsin (hereinafter called "OWNER").

* Insert "an individual", "a firm", "a partnership", "a corporation", or "a joint venture" as applicable.

In compliance with your Notice to Bidders, Bidder hereby proposes to perform all Work for the construction of the Contract Package 6 Project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below.

Bidder hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED, to substantially and fully complete the PROJECT within the times specified in the AGREEMENT.

ARTICLE 1 BID RECIPIENT AND BIDDER'S INFORMATION

1.01 This Bid is submitted to the Waukesha Water Utility:

1.02 The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an agreement with the OWNER in the form of the CONTRACT DOCUMENTS to perform and furnish all Work as specified or indicated in the CONTRACT DOCUMENTS for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the CONTRACT DOCUMENTS.

Date of Bid _____

Made by _____

Name of Bidder _____
(Individual, firm, partnership, corporation, or joint venture as case may be)

Business Address of Bidder _____

Bidder's Telephone Number _____

Bidder's Fax Number _____

Residence Address of Bidder (If an individual) _____

(If Bidder is a firm, fill in the names and addresses of all partners in the following blanks)

Names of Partners	Addresses of Partners
_____	_____
_____	_____
_____	_____
_____	_____

(If Bidder is a corporation, fill in the following blanks):

Organized under the laws of the State of _____

Name and Address of President _____

Name and Address of Vice President _____

Name and Address of Secretary _____

Name and Address of Treasurer _____

(If the Bidder is a joint venture, fill in the following blanks):

Made by _____

Name of Bidder _____
(Individual firm or corporation as the case may be)

Place of Business of Bidder _____

Made by _____

Name of Bidder _____
(Individual firm or corporation as the case may be)

Place of Business of Bidder _____

Made by _____

Name of Bidder _____
(Individual firm or corporation as the case may be)

Place of Business of Bidder _____

(Each joint venture member must be listed whether individual, firm, partnership, corporation, or joint venture)

ARTICLE 2 BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of the Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

ARTICLE 3 BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
- A. BIDDER has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

Addendum No.	Dated

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface of subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 5.03 of the General Conditions. Bidder accepts the determination set forth in paragraph SC-5.03 and SC-5.06 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as provided in paragraph 5.03 and 5.06 of the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. BIDDER acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents, and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- G. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

- H. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
- I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work for which this Bid is submitted.
- K. Bidder is not in arrears to the OWNER, upon debt or contract; is not a defaulter, as surety or otherwise, upon any obligation to the OWNER; and has not been delinquent or unfaithful in any former contract with the OWNER.
- L. That no officer or employee or person whose salary is payable in whole or in part by the OWNER is, shall be or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this Bid, or in the performance of the Contract, or in the supplies, materials, or equipment and Work or labor to which it relates, or in any portion of the profits thereof.
- M. All bids are based on named manufacturers for principal equipment items as listed in the Bid Form.

N. That the Bidder

☐ Has)
)
☐ Has not) Check applicable box

previously performed Work under the President's Executive Order No. 11246 as amended.

- O. Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

ARTICLE 4 BIDDER'S CERTIFICATION

4.01 By submission of the Bid, each Bidder certifies, and in the case of a joint bid each party thereto certifies as to their own organization, that in connection with the Bid:

- A. The prices in the Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- B. Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the Bidder, prior to opening, directly or indirectly to any other Bidder or to any competitor; and
- C. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this paragraph:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of OWNER, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

4.02 Each person signing the bid shall certify that:

- A. They are the person in the Bidder's organization responsible within that organization for the decision as to the prices being Bid and that they have not participated, and will not participate, in any action contrary to Paragraph 4.01 Subsection A through Subsection C above; or
- B. They are not the person in the BIDDER's organization responsible within that organization for the decision as to the prices being bid but that they have been authorized to act as agent for the persons responsible for such decision in certifying

that such person have not participated, and will not participate, in any action contrary to Paragraph 4.01 Subsection A through Subsection C above, and as their agent shall so certify; that they have not participated, and will not participate, in any action contrary to Paragraph 4.01 Subsection A through Subsection C above.

ARTICLE 5 STATE LOAN CERTIFICATIONS

Each person signing the Bid certifies to the following State Loan requirements:

5.01 NON-DISCRIMINATION IN EMPLOYMENT

- A. The Bidder will comply with Title VI of the Civil Rights Act (P.L. 88-352), which provides that no person shall on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- B. The Bidder will comply with the Clean Water Act, Section 13 (P.L. 92-500), which provides that no person shall on the basis of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- C. The Bidder will comply with the Age Discrimination Act (P.L. 94-135), which prohibits, with certain exceptions, discrimination on the basis of age in programs or activities receiving federal financial assistance.
- D. The Bidder will comply with Section 504 of the Rehabilitation Act (P.L. 93-112) Supplemented by Executive Orders 11914 and 11250, which provides that no otherwise qualified individual with a disability shall solely by reason of their disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- E. The Bidder will comply with Equal Employment Opportunity Requirements, Executive Order 11246, which requires that a contractor under a federal or federally assisted construction project not discriminate in employment on the basis of race, color, religion, sex, or national origin. The Order requires contractors to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Further, it requires the contractor to post all mandatory equal opportunity notices and complete all required Department of Labor and Equal Opportunity Commission reporting forms. Refer to Section 00 82 40 for Notice to Labor Unions or Other Organizations of Workers on Non-Discrimination in Employment.

5.02 DEBARMENT AND SUSPENSION REQUIREMENTS

- A. The Bidder will comply with Debarment and Suspension Requirements, Executive Order 12549, which requires recipients, contractors, and subcontractors to provide certifications that they will not knowingly enter into contracts with individuals or businesses which have been debarred or suspended from federal assistance programs.

5.03 DISADVANTAGED BUSINESS ENTERPRISES

- A. The Bidder will comply with 40 CFR Part 33, Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements.

5.04 FEDERAL LOBBYING RESTRICTIONS

- A. Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition.
- B. Upon award of this contract, Contractor shall complete and submit to the City the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Contractor shall also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.

5.05 ALCOHOL AND DRUG FREE WORKPLACE

- A. The Bidder will comply with the Drug-Free Workplace Act, (P.L. 100-690), which requires contractors and grantees to agree that they will provide a Drug-Free Workplace. The Bidder agrees that they operate a drug free environment and that drugs are not allowed in the workplace or satellite locations as well as Waukesha Water Utility project locations in accordance with s. 66.0903 (4), 2013 stats., or s. 16.856 (2m), 2015 stats.
- B. The Bidder has a written substance abuse prevention program meeting the requirements of Wisconsin s. 103.503. As required by Wisconsin s. 103.503, all employees are subject to drug and alcohol testing before commencing work on public works projects, except that testing of an employee before commencing work on a project is not required if the employee has been participating in a random testing program during the 90 days preceding the date on which the employee commence work on the public works project.

5.06 COMPLIANCE with DAVIS BACON AND RELATED ACTS

- A. In any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in 29 C.F.R. § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, provided that such modifications are first approved by the Department of Labor):

1. Minimum Wages

- a. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- 1) The WIFIA assistance recipient, OWNER, on behalf of the EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The WIFIA assistance recipient shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - ii) The classification is utilized in the area by the construction industry; and
 - iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- 2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the WIFIA assistance recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent to the Administrator of the Wage and Hour Division (WHD Administrator), U.S. Department of Labor, Washington, DC 20210. The WHD Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the WIFIA assistance recipient or will notify the WIFIA assistance recipient within the 30-day period that additional time is necessary.
- 3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the WIFIA assistance recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the WIFIA assistance recipient shall refer the questions, including the views of all interested parties and the recommendation of the WIFIA assistance recipient, to the WHD Administrator for determination. The WHD Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the WIFIA assistance recipient or will notify the WIFIA assistance recipient within the 30-day period that additional time is necessary.
- 4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- b. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - c. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- 2. Withholding. OWNER shall upon written request of the WIFIA Director or an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the WIFIA Director may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- 3. Payrolls and basic records
 - a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a

plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- 1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to OWNER. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to [name of WIFIA borrower], for transmission to the EPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to [name of WIFIA borrower]).
- 2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - i) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

- ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
 - 3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
 - 4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
 - b. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of [name of the borrower, EPA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the EPA may, after written notice to the [name of WIFIA borrower], take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
4. Apprentices and trainees
- a. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable

ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the WHD Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- b. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the WHD Administrator determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full

fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
6. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and [name of WIFIA borrower], EPA, the U.S. Department of Labor, or the employees or their representatives.
10. Certification of eligibility.
 - a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's

firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- B. Contract Work Hours and Safety Standards Act. The following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section shall be inserted in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or § 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
 - 3. Withholding for unpaid wages and liquidated damages. The [name of WIFIA borrower] shall upon its own action or upon written request of an authorized representative of the Department of Labor, or the EPA, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for

unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
- C. In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the EPA shall cause or require the [name of WIFIA borrower] to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the [name of WIFIA borrower], EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5.07 USE OF AMERICAN IRON AND STEEL

The Contractor acknowledges to and for the benefit of the OWNER and the EPA that it understands the goods and services under this Agreement are being funded with monies made available by the Water Infrastructure Finance and Innovation Act program of the EPA that has statutory requirements commonly known as “American Iron and Steel” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents, warrants and covenants to and for the benefit of the Purchaser and the EPA that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the EPA. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or the EPA to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or the EPA resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EPA or any damages owed to the EPA by the Purchaser). While the Contractor has no direct contractual privity with the

EPA, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the EPA is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the EPA.

5.08 COMPLIANCE WITH SAFETY REGULATIONS

- A. The Bidder is fully aware of and able to comply with all Local, State, and Federal Safety and other Laws, Codes, and Regulations applicable for the construction of the Project.

ARTICLE 6 BASIS OF BID

Bidder will complete the Work in accordance with the Contract Documents for the following prices:

CONTRACT ITEM			UNIT	ESTIMATED QUANTITY	UNIT PRICE	COMPUTED TOTAL PRICE FOR ITEM
1	Mobilization and Demobilization (4 Percent of Total Computed Price)		LS	1	\$	\$
2	Maintenance of Traffic		LS	1	\$	\$
3	Ductile Iron Return Flow Pipeline (Open Cut)					
	3A	30-Inch, Common Fill	LF	23,928	\$	\$
	3B	30-Inch, Select Fill	LF	2,281	\$	\$
	3C	30-Inch, Flowable Fill and Flowable Fill with Cement	LF	26,099	\$	\$
4	36-Inch HDPE Return Flow Pipeline (Horizontal Directional Drilling)		LF	6,353	\$	\$
5	30-Inch Ductile Iron Return Flow Pipeline in Steel Casing (Jacking and Boring), Road		LF	893	\$	\$
6	Butterfly Valves					
	6A	30-Inch, Direct Buried	EA	9	\$	\$
	6B	30-Inch, In Vault	EA	5	\$	\$

CONTRACT ITEM			UNIT	ESTIMATED QUANTITY	UNIT PRICE	COMPUTED TOTAL PRICE FOR ITEM
7	Air Valve Assemblies					
	7A	Type I	EA	10	\$	\$
	7B	Type II	EA	8	\$	\$
8	Blow-Off Assemblies		EA	15	\$	\$
9	Cathodic Protection		LS	1	\$	\$
10	Base Course		TON	16,589	\$	\$
11	Road Pavement					
	11A	Asphalt	TON	3,711	\$	\$
	11B	9-Inch Concrete	SY	519	\$	\$
	11C	Mill and Overlay	SY	38,783	\$	\$
12	Final Pavement Markings		LS	1	\$	\$
13	Curb and Gutter		LF	5,064	\$	\$
14	Pedestrian Pavement					
	14A	Asphalt	TON	1,965	\$	\$
	14B	Concrete Sidewalk	SY	55	\$	\$

CONTRACT ITEM			UNIT	ESTIMATED QUANTITY	UNIT PRICE	COMPUTED TOTAL PRICE FOR ITEM
15	Driveway Pavement					
	15A	Asphalt	TON	110	\$	\$
	15B	Concrete	SY	851	\$	\$
16	Erosion and Sedimentation Control		LS	1	\$	\$
17	Landscape, Wetland, and Agricultural Restoration		SY	13,590	\$	\$
18	Outfall Facilities		LS	1	\$	\$
19	Process Control System Integration		LS	1	\$	\$
20	18-Inch Sanitary Sewer (Open Cut)		LF	3,963	\$	\$
21	Sewer Manholes		EA	12	\$	\$
22	18-Inch Sanitary Sewer Connection to Existing System		LS	1	\$	\$
23	60th Street Lift Station Bypass Pumping		LS	1	\$	\$
24	60th Street Lift Station Demolition		LS	1	\$	\$
25	Additional Quantities					
	25A	Earth Excavation	CY	1,000	\$	\$
	25B	Rock Excavation	CY	220	\$	\$

CONTRACT ITEM			UNIT	ESTIMATED QUANTITY	UNIT PRICE	COMPUTED TOTAL PRICE FOR ITEM
	25C	Select Fill	CY	220	\$	\$
	25D	Flowable Fill and Flowable Fill with Cement	CY	1,000	\$	\$
	25E	Pipe Bedding	CY	220	\$	\$
	25F	Class D Concrete Encasement	CY	1,000	\$	\$
	25G	Geotextile Fabric	SF	10,000	\$	\$
	25H	Polystyrene Insulation	SF	2,000	\$	\$
	25I	Groundwater Barriers	EA	10	\$	\$
A	Allowance Items					
	A1	Disposal of Unforeseen Impacted Materials, Soil	-	-	-	\$ 100,000
	A2	Disposal of Unforeseen Impacted Materials, Groundwater	-	-	-	\$ 50,000
	A3	Unforeseen Landscape, Wetland, and Agricultural Restoration	-	-	-	\$ 20,000
	A4	Culvert under Driveway to Outfall Facilities	-	-	-	\$ 20,000
	A5	Abandoned Gas Main Asbestos Abatement	-	-	-	\$ 20,000

TOTAL COMPUTED PRICE FOR CONTRACT PACKAGE 6:

Amount in Words:

Amount in Figures:

Bidder may present alternates to the Base Bid in writing below, including proposed alternate plan and proposed subtraction from the Base Bid Price. Owner has no obligation to accept the offering of alternates and its corresponding subtraction from the Base Bid. The selection of the successful Bidder will be based upon the Base Bid Price along with a detailed review of Bidder's qualifications to complete the Work presented in the Contract Documents. The alternates may be considered by the Owner after Award of the Contract to the successful Bidder. **Bid alternates put forth by the CONTRACTOR that require design changes and/or permit approval are the responsibility of the CONTRACTOR. Alternate pipe materials will not be accepted. There will be no change in contract time if a bid alternate is accepted.**

BID ALTERNATE

The Bidder may propose the bid alternate listed below. The Bidder understands that after a Contract is awarded, the OWNER may select the bid alternate. The proposed prices for the bid alternate may or may not be considered in determination of the lowest bid. If awarded the Contract, the Bidder agrees to furnish and install the bid alternate for the unit price indicated. The Total Computed Price will then be adjusted accordingly.

Bid Alternate No. 1 – Contract Package 5 and Contract Package 6 Combined Bid

Furnish all labor, supervision, materials, equipment, and services to construct Contract Package 5 and Contract Package 6 complete in place as shown, specified, or directed.

The Bid Form for Bid Alternate No. 1 is included below. Contract items have been combined that have similar contract item descriptions. The Contract Item description denotes the contract package and contract item associated with the work. Refer to Section 01 29 00 Measurement and Payment for the description, measurement for payment, and payment of each item.

Bid Alternate No. 1 – Contract Package 5 and Contract Package 6 Combined Bid

CONTRACT ITEM		UNIT	ESTIMATED QUANTITY	UNIT PRICE	COMPUTED TOTAL PRICE FOR ITEM
1	Mobilization and Demobilization (Contract Item No. 1 for CP5 and CP6) (4 Percent of Total Computed Price)	LS	1	\$	\$
2	Maintenance of Traffic (Contract Item No. 2 for CP5 and CP6)	LS	1	\$	\$
3	Ductile Iron Return Flow Pipeline (Open Cut)				
	3A	30-Inch, Common Fill (Contract Item No. 3A for CP5 and CP6)	LF	36,859	\$
	3B	30-Inch, Select Fill (Contract Item No. 3B for CP5 and CP6)	LF	21,970	\$
	3C	30-Inch, Flowable Fill and Flowable Fill with Cement (Contract Item No. 3C for CP5 and CP6)	LF	39,350	\$
4	36-Inch HDPE Return Flow Pipeline (Horizontal Directional Drilling) (Contract Item No. 4 for CP5 and CP6)		LF	11,551	\$
5	Ductile Iron Return Flow Pipeline in Steel Casing (Jacking and Boring)				
	5A	30-Inch, Road	LF	1,574	\$

CONTRACT ITEM			UNIT	ESTIMATED QUANTITY	UNIT PRICE	COMPUTED TOTAL PRICE FOR ITEM
		(Contract Item No. 5A for CP5 and Contract Item No. 5 for CP6)				
	5B	30-Inch, Sentry Dr. and Canadian National Railroad (Contract Item No. 5B for CP5)	LF	187	\$	\$
	5C	30-Inch, Sunset Dr. and Canadian National Railroad (Contract Item No. 5C for CP5)	LF	263	\$	\$
6	Butterfly Valves					
	6A	30-Inch, Direct Buried (Contract Item No. 6A for CP5 and CP6)	EA	15	\$	\$
	6B	30-Inch, In Vault (Contract Item No. 6B for CP5 and CP6)	EA	9	\$	\$
	6C	30-Inch, In Vault with Pressure Transmitter (Contract Item No. 6C for CP5)	EA	1	\$	\$
	6D	Process Control System Integration (Contract Item No. 6D for CP5)	LS	1	\$	\$
7	Air Valve Assemblies					
	7A	Type I (Contract Item No. 7A for CP5 and CP6)	EA	18	\$	\$
	7B	Type II (Contract Item No. 7B for CP5 and CP6)	EA	13	\$	\$

CONTRACT ITEM			UNIT	ESTIMATED QUANTITY	UNIT PRICE	COMPUTED TOTAL PRICE FOR ITEM
8	Blow-Off Assemblies (Contract Item No. 8 for CP5 and CP6)		EA	22	\$	\$
9	Cathodic Protection (Contract Item No. 9 for CP5 and CP6)		LS	1	\$	\$
10	Base Course (Contract Item No. 10 for CP5 and CP6)		TON	35,308	\$	\$
11	Road Pavement					
	11A	Asphalt (Contract Item No. 11A for CP5 and CP6)	TON	5,690	\$	\$
	11B	8-Inch Concrete (Contract Item No. 11B for CP5)	SY	6,820	\$	\$
	11C	9-Inch Concrete (Contract Item No. 11C for CP5 and Contract Item No. 11B for CP6)	SY	586	\$	\$
	11D	10-Inch Concrete (Contract Item No. 11D for CP5)	SY	7,175	\$	\$
	11E	Mill and Overlay (Contract Item No. 11E for CP5 and Contract Item No. 11C for CP6)	SY	56,594	\$	\$
12	Final Pavement Markings		LS	1	\$	\$

CONTRACT ITEM			UNIT	ESTIMATED QUANTITY	UNIT PRICE	COMPUTED TOTAL PRICE FOR ITEM
	(Contract Item No. 12 for CP5 and CP6)					
13	Curb and Gutter (Contract Item No. 13 for CP5 and CP6)		LF	6,632	\$	\$
14	Pedestrian Pavement					
	14A	Asphalt (Contract Item No. 14A for CP5 and CP6)	TON	2,588	\$	\$
	14B	Concrete Sidewalk (Contract Item No. 14B for CP5 and CP6)	SY	180	\$	\$
15	Driveway Pavement					
	15A	Asphalt (Contract Item No. 15A for CP5 and CP6)	TON	148	\$	\$
	15B	Concrete (Contract Item No. 15B for CP5 and CP6)	SY	1,515	\$	\$
16	Erosion and Sedimentation Control (Contract Item No. 16 for CP5 and CP6)		LS	1	\$	\$
17	Landscape, Wetland, and Agricultural Restoration (Contract Item No. 17 for CP5 and CP6)		SY	26,755	\$	\$
18	Disposal of Impacted Soil and Groundwater (Contract Item No. 18 for CP5)		TON	3,438	\$	\$

CONTRACT ITEM			UNIT	ESTIMATED QUANTITY	UNIT PRICE	COMPUTED TOTAL PRICE FOR ITEM
19	HDPE Conduit for Fiber Optic Communication					
	19A	HDPE Conduit (Contract Item No. 19A for CP5)	LF	10,000	\$	\$
	19B	Polymer-Concrete Handholes (Contract Item No. 19B for CP5)	EA	5	\$	\$
20	Landscape Restoration within I-43 Right-of-Way (Contract Item No. 21 for CP5)		LS	1	\$	\$
21	Resident Project Representative's Field Trailer					
	21A	Resident Project Representative's Field Trailer (Contract Item No. 22A for CP5)	LS	1	\$	\$
	21B	One Additional Month of Resident Project Representative's Field Trailer Operation and Maintenance (Contract Item No. 22B for CP5)	EA	6	\$	\$
22	Outfall Facilities (Contract Item No. 18 for CP6)		LS	1	\$	\$
23	Process Control System Integration (Contract Item No. 19 for CP6)		LS	1	\$	\$
24	18-Inch Sanitary Sewer (Open Cut)		LF	3,963	\$	\$

CONTRACT ITEM		UNIT	ESTIMATED QUANTITY	UNIT PRICE	COMPUTED TOTAL PRICE FOR ITEM
	(Contract Item No. 20 for CP6)				
25	Sewer Manholes (Contract Item No. 21 for CP6)	EA	12	\$	\$
26	18-Inch Sanitary Sewer Connection to Existing System (Contract Item No. 22 for CP6)	LS	1	\$	\$
27	60th Street Lift Station Bypass Pumping (Contract Item No. 23 for CP6)	LS	1	\$	\$
28	60th Street Lift Station Demolition (Contract Item No. 24 for CP6)	LS	1	\$	\$
29	Additional Quantities				
	29A	Earth Excavation (Contract Item No. 20A for CP5 and Contract Item No. 25A for CP6)	CY	2,000	\$
	29B	Rock Excavation (Contract Item No. 20B for CP5 and Contract Item No. 25B for CP6)	CY	440	\$
	29C	Select Fill (Contract Item No. 20C for CP5 and Contract Item No. 25C for CP6)	CY	1,220	\$
	29D	Flowable Fill and Flowable Fill with Cement	CY	2,000	\$

CONTRACT ITEM			UNIT	ESTIMATED QUANTITY	UNIT PRICE	COMPUTED TOTAL PRICE FOR ITEM
		(Contract Item No. 20D for CP5 and Contract Item No. 25D for CP6)				
	29E	Pipe Bedding (Contract Item No. 20E for CP5 and Contract Item No. 25E for CP6)	CY	1,220	\$	\$
	29F	Class D Concrete Encasement (Contract Item No. 20F for CP5 and Contract Item No. 25F for CP6)	CY	1,500	\$	\$
	29G	Geotextile Fabric (Contract Item No. 20G for CP5 and Contract Item No. 25G for CP6)	SF	20,000	\$	\$
	29H	Polystyrene Insulation (Contract Item No. 20H for CP5 and Contract Item No. 25H for CP6)	SF	4,000	\$	\$
	29I	Groundwater Barriers (Contract Item No. 20I for CP5 and Contract Item No. 25I for CP6)	EA	20	\$	\$
A	Allowance Items					
	A1	Disposal of Unforeseen Impacted Materials, Soil (Allowance Item No. A1 for CP5 and CP6)	-	-	-	\$ 200,000

CONTRACT ITEM			UNIT	ESTIMATED QUANTITY	UNIT PRICE	COMPUTED TOTAL PRICE FOR ITEM
	A2	Disposal of Unforeseen Impacted Materials, Groundwater (Allowance Item No. A2 for CP5 and CP6)	-	-	-	\$ 100,000
	A3	Unforeseen Landscape, Wetland, and Agricultural Restoration (Allowance Item No. A3 for CP5 and CP6)	-	-	-	\$ 40,000
	A4	Culvert under Driveway to Outfall Facilities (Allowance Item No. A4 for CP6)	-	-	-	\$ 20,000
	A5	Abandoned Gas Main Asbestos Abatement (Allowance Item No. A4 for CP5 and A5 for CP6)	-	-	-	\$ 60,000

_____ dollars and _____ cents.

(Lump Sum Unit Price \$ _____).

If the Bidder chooses to submit an alternate bid for Bid Alternate No. 1, the Bidder must provide a clearly marked bid form for that alternate that adds up to the alternate bid price included herein with the bid form for Contract Package 6.

Bid Alternate No. 2 – 18-Inch Sanitary Sewer and Manholes (Alternate Construction Option)

Provide 18-Inch Sanitary Sewer for Contract Item No. 20 using a construction method in lieu of open cut construction along a reach of the sewer with an estimated quantity of _____ linear feet. Furnish labor, materials, equipment, and services to provide the 18-Inch Sanitary Sewer complete in place as shown, specified, or directed.

_____ dollars and _____ cents.

(Unit Price \$ _____ per lineal foot).

If the alternate construction method results in an estimated quantity of Sewer Manholes other than that listed above, provide **Sewer Manholes for Contract Item No. 21** with an estimated quantity of _____ manholes. Furnish labor, materials, equipment, and services to provide the Sewer Manholes complete in place as shown, specified, or directed.

_____ dollars and _____ cents.

(Unit Price \$ _____ per manhole).

Furnish a certificate with the Bid, signed and sealed by a Licensed Professional Engineer experienced in the alternate construction method and registered in the State of Wisconsin that certifies, that the Licensed Professional Engineer has evaluated and approved the CONTRACTOR's proposed construction method and has prepared complete design calculations and working drawings for the 18-Inch Sanitary Sewer and Manholes, otherwise or not specifically shown on the Drawings or specified.

1. Take responsibility for the design and adequacy of the 18-Inch Sanitary Sewer and Manhole installation details and methods otherwise or not specifically shown on the Drawings or specified.
2. Assure the practicality and feasibility of the alternate construction method based on the available soil and subsurface data. Take responsibility for obtaining additional borings along the pipe alignment necessary to design the proposed installation.

Describe in detail the proposed construction method in lieu of open cut construction along with the Bid, including the following if it differs from that shown or specified:

1. Alternate construction method.
2. Estimated linear feet of pipe installation using the proposed construction method.
3. Estimated linear feet of open cut construction.
4. Pipe information, including material, size, wall thickness, pipe joints, fittings, appurtenances, and other pertinent information. Attest the pipe is suited for the intended duty, depth of burial, and proposed construction method.
5. Grade and alignment.
6. Upstream and downstream tie-in invert elevations.
7. Number and location of manholes.
8. Other information necessary for consideration of the alternate construction method, including other proposed changes to that shown or specified otherwise.

Design the 18-Inch Sanitary Sewer adhering to the following constraints:

1. Design pipe with a minimum nominal pipeline size of 18 inches.
2. Design pipe with a minimum slope of 0.3%.
3. Do not provide inverted siphons.
4. Metallic or concrete pipe material, even with a lining system, will not be allowed.
5. Maintain pipeline alignment within the existing easement and right-of-way shown.
6. Design pipe with a free discharge into the Ryan Creek Interceptor.
7. Do not provide internal manhole drops in new or existing manholes.
8. Design manholes at intervals not exceeding 500 linear feet.
9. Adhere to established traffic control and access requirements shown, specified, or required by the authority having jurisdiction.

UNIT PRICES AND MANUFACTURERS

Unit Prices have been computed in accordance with paragraph 11.03 of the General Conditions. Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

The Bidder affirms that the bid is based on the manufacturers below whose names are circled. The award of the Contract will be based on the equipment circled below or written and no changes to the equipment manufacturers after award will be permitted unless consent is obtained from the ENGINEER.

EQUIPMENT ITEM	BID MANUFACTURER (Circle one per specification section)
Section 33 05 52	HOBAS Pipe USA
Fiberglass Reinforced Plastic	Flowtite
	Other: _____
Section 33 05 53	Chevron Phillips Chemical Company LP, Performance Pipe
High Density Polyethylene Pipe	JM Eagle, Inc.
	WL Plastics.
Section 33 05 55	AMERICAN
Ductile Iron Pipe	McWane, Inc.
	United States Pipe and Foundry Company
Section 33 05 57	Diamond Pipe
Polyvinyl Chloride Pipe	JM Eagle, Inc.
	Northern Pipe Products, Inc.
	Other: _____
Section 40 05 20	AMERICAN Flow Control
Gate Valves	Clow Valve Company
	Kennedy Valve Company
	Mueller Water Products, Inc.
	United States Pipe and Foundry Company
Section 40 05 20	DeZURIK, Inc.
Butterfly Valves	Kennedy Valve Company
	M&H Valve Company
	Mueller Water Products, Inc.
	Val-Matic Valve & Mfg.
Section 46 51 53	Jim Myers & Sons, Inc. (JMS)
Cascade Aerator	Smallberry Manufacturing
	Other: _____

ARTICLE 7 TIME OF COMPLETION

- 7.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within the number of calendar days indicated in the Agreement.
- 7.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified.

ARTICLE 8 ATTACHMENTS TO THIS BID

- 8.01 The following documents are submitted with and made a part of this Bid:
- A. Required Bid Security in the amount of five percent (5%) of the bid in the form of a certified check, a bank cashier's check, or a Bid Bond on the attached form. The Bid Security will be retained or returned in accordance with Article 8 of the Instructions to Bidders;
 - B. List of Proposed Subcontractors;
 - C. Evidence of authority to do business in the state of Wisconsin; or a written covenant to obtain such license within the time for acceptance of Bids;
 - D. Required Certifications;
 - E. Evidence of Disadvantaged Business Enterprise (DBE) Participation; and
 - F. Evidence of Notice to Labor Unions or Other Organizations of Workers – Nondiscrimination in Employment.
 - G. Bidder Information
 - 1. A complete and comprehensive plan, methodology and sequencing for performing the proposed work.
 - 2. Provide a list of all current employees and their job classification for those employees.
 - 3. Provide a list of all equipment owned by the contractor and available for use on this project.
 - 4. Provide a list of all Responsible Managing employees (RME) or Responsible Managing Officer (RMO).

ARTICLE 9 DEFINED TERMS

- 9.01 The terms used in this Bid which are defined in the General Conditions or Instructions to Bidders will have the meanings indicated in the General Conditions or Instructions to Bidders.

ARTICLE 10 BID SUBMITTAL

Accompanying this Bid is a certified check, a bank cashier's check
or a Bid Bond on the _____

(Name of Bank or Surety)
of _____
(City and State)
for the sum of _____
_____ Dollars (\$ _____),

which check shall become the property of the Waukesha Water Utility, or which bond shall become forthwith due and payable to the Waukesha Water Utility, if this Bid shall be accepted by the Waukesha Water Utility and the undersigned bidder shall fail to execute a contract with and to furnish the required Performance and Payment Bonds and insurance to the Waukesha Water Utility within 15 days after the date of a written notice by the Waukesha Water Utility to the undersigned bidder so to do.

IN WITNESS WHEREOF, this Bid is hereby signed and sealed as of the date indicated.

Bidder:
Date: _____ By: _____

Printed name of signer

Title of signer

Where Bidder is a Corporation, add:

(SEAL) ATTEST: _____
Secretary

Where Bidder is a Joint Venture, each member of the Joint Venture must sign the Bid.

The bid must be sworn to by the person signing the bid in one of the following forms:

(Form of affidavit where Bidder is an individual)

STATE OF)
) SS:
COUNTY OF)

_____, being duly sworn, deposes and says: That I am the person described in and who executed the foregoing Bid and that the several matters therein stated are in all respects true.

(Signature)

Subscribed and sworn to before me this _____
day of _____, 20____.

Notary Public _____ County

(SEAL)

My Commission expires:

(Form of affidavit where Bidder is a firm)

STATE OF)
) SS:
COUNTY OF)

_____, being duly sworn,

deposes and says: That I am a member of _____

_____ the firm described in and which executed the foregoing Bid; that I duly subscribed the name of the firm thereunto on behalf of the firm; and that the several matters therein stated are in all respects true.

(Signature)

Subscribed and sworn to before me this _____
day of _____, 20____.

Notary Public _____ County

(SEAL)

My Commission expires:

(Form of affidavit where Bidder is a corporation)

STATE OF)
) SS:
COUNTY OF)

_____ and _____
being duly sworn, depose and say: That we reside in the Cities of

_____ and
_____, respectively;

that we are the _____ and
_____, respectively;

of _____
the corporation described in and which executed the foregoing instrument; that we know the
seal of the corporation; that the seal affixed to this instrument is such corporate seal and was
so affixed by order of the Board of Directors of the corporation; that we signed our names
thereto by like order; and that we have knowledge of the several matters therein stated and they
are in all respects true.

(Signature) (Signature)

Subscribed and sworn to before me this _____
day of _____, 20____.

Notary Public _____ County

(SEAL)

My Commission expires:

(Form of Affidavit where Bidder is a Joint Venture)

STATE OF)
) SS:
COUNTY OF)

Name: _____

Firm: _____

Name: _____

Firm: _____

Name: _____

Firm: _____

and

Name: _____

Firm: _____

being duly sworn, depose and say: That we are members of the joint venture described in and which executed the foregoing Bid; that we duly subscribed the names of the firms forming the joint venture thereunto on behalf of each firm and that the several matters therein stated are in all respects true.

(Signature)

(Signature)

(Signature)

(Signature)

Subscribed and sworn to before me this _____
day of _____, 20____.

Notary Public _____ County

(SEAL)

My Commission expires:

SUBCONTRACTED WORK FORM

1. Each subcontractor performing more than 2.5% of the Work and all subcontractors that are utilized to meet the DBE and Local Business requirement must be listed.
2. Changes to Subcontractors may not be made after this form is submitted.

Subcontractor/Work Description	Dollar Amount	Dollar Amount (DBE Firm)*	Dollar Amount (Local Business)*
Total Amount, \$			

* If the Work does not apply to DBE and/or Local Business participation, leave them blank.

Total Contract Amount, \$	
Percentage of Total Contract Amount Subcontracted to DBE Firm(s), %	
Percentage of Total Contract Amount Subcontracted to Local Business(es), %	

END OF SECTION

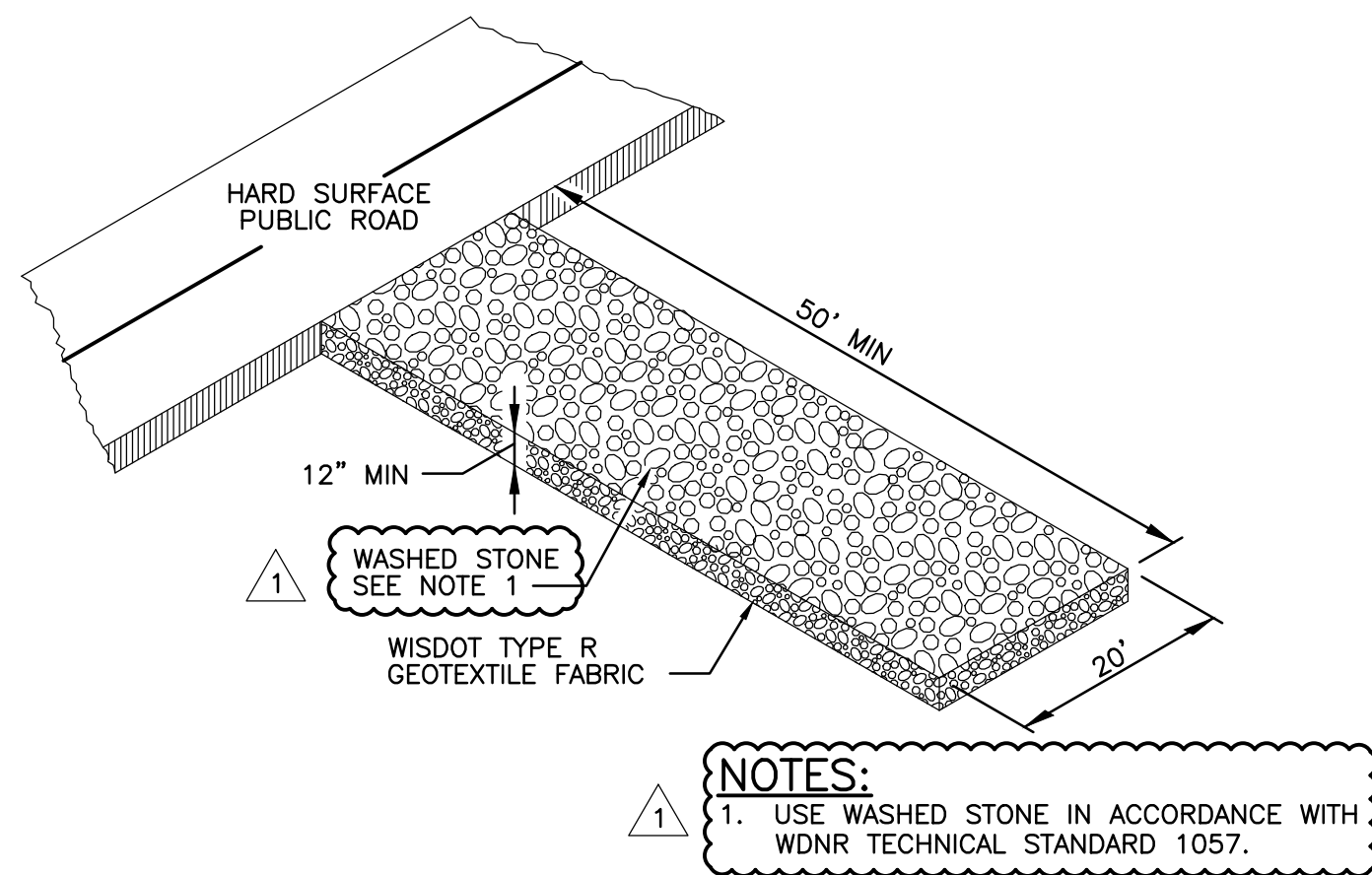
ATTACH BID SECURITY IN FORM OF A
BANK CASHIER'S CHECK OR CERTIFIED
CHECK AFTER THIS PAGE

(NO TEXT FOR THIS PAGE)

EROSION CONTROL NOTES:

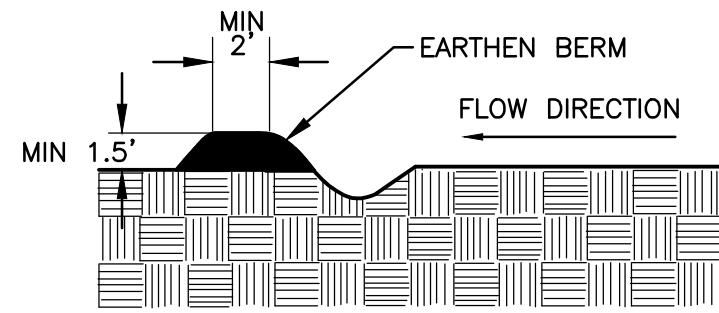
- CONFORM TO THE REQUIREMENTS OF THE AUTHORITY HAVING JURISDICTION, AND EMPLOY EROSION CONTROL METHODS AS SHOWN AND SPECIFIED IN THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES (WDNR) "CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL TECHNICAL STANDARDS".
2. ADJUST EROSION CONTROL MEASURES TO MEET FIELD CONDITIONS AT THE TIME OF CONSTRUCTION, INCLUDING ADJUSTING THE LOCATION OF SILT FENCE TO AVOID TREED AREAS OR OTHER AREAS OF CONFLICT. INSTALL EROSION CONTROL MEASURES PRIOR TO GRADING OR DISTURBANCE OF EXISTING SURFACE MATERIAL ON THE SITE EXCEPT THOSE ITEMS USED FOR STABILIZATION POST CONSTRUCTION.
3. INSPECT EROSION AND SEDIMENT CONTROL MEASURES FOR STABILITY AND OPERATION AT LEAST EVERY 7 DAYS AND WITHIN 24 HOURS AFTER A RAIN EVENT OF 0.5 INCHES OR MORE IN A 24 HOUR PERIOD. MAINTAIN THE EFFECTIVE EROSION CONTROL STRUCTURES TO MAINTAIN FUNCTIONALITY. COMPLETE REPAIRS AND MAINTENANCE WITHIN 24 HOURS OF INSPECTION. CLEANUP AND REMOVE SEDIMENT WHEN LEAVING PROPERTY. EROSION CONTROL MEASURES MUST BE IN WORKING CONDITION AT END OF EACH WORK DAY.
4. REMOVE SEDIMENT DEPOSITS FROM BEHIND THE SILT FENCE WHEN DEPOSITS REACH A DEPTH OF 6 INCHES. REPAIR OR REPLACE THE SILT FENCE AS NECESSARY TO MAINTAIN A BARRIER.
5. INSTALL FILTER FABRIC BENEATH INLET COVERS TO TRAP SEDIMENT AT INLET LOCATIONS WITHIN THE LIMITS OF CONSTRUCTION OR AS SHOWN INLET PROTECTION TO FOLLOW WDNr TECHNICAL STANDARD 1060.
6. MAINTAIN CRUSHED STONE ENTRANCE BY TURNING OVER THE STONE COVER BY PLACING NEW STONE ONCE THE SURFACE BECOMES CLOGGED WITH SEDIMENT.
7. MAINTAIN EROSION CONTROL MEASURES ON A CONTINUAL BASIS UNTIL SITE IS FULLY STABILIZED. FULLY STABILIZED MEANS THAT ALL LAND-DISTURBING CONSTRUCTION ACTIVITIES AT THE CONSTRUCTION SITE HAVE BEEN COMPLETED AND THAT A UNIFORM PERENNIAL VEGETATIVE COVER HAS BEEN ESTABLISHED WITH A DENSITY OF AT LEAST 70% OF THE COVER FOR THE UNPAVED AREAS AND AREAS NOT COVERED BY PERMANENT STRUCTURES.
8. SWEEP OR SHOVEL CLEAN STREETS AT THE END OF EACH WORKING DAY TO MAINTAIN THE PUBLIC STREET FREE OF DUST AND DIRT. DO NOT WASH STREETS WITH WATER.
9. INSTALL SILT FENCE ON THE DOWN-SLOPE SIDE IN A HORSESHOE FASHION AROUND TOPSOIL AND FILL STOCKPILES.
10. CONSTRUCTION SEQUENCE FOR EROSION CONTROL INCLUDES:
 - A. INSTALL STABILIZED CONSTRUCTION ENTRANCE.
 - B. INSTALL SILT FENCE AND INLET PROTECTION.
 - C. STRIKE TOPSOIL AND INSTALL TEMPORARY DIVERSIONS TO DIVERT RUNOFF AWAY FROM WORK ZONE.
 - D. INSTALL PIPELINE AND APPURTENANCES.
 - E. BACKFILL PIPELINE.
 - F. STABILIZE THE SITE.
 - G. INSTALL FINAL SITE STABILIZATION IMMEDIATELY WHEN LAND DISTURBING ACTIVITIES CEASE AND FINAL GRADE HAS BEEN REACHED ON ANY PORTION OF THE SITE.
 - H. VERIFY STABILIZATION, INCLUDING CONFIRMING VEGETATIVE COVER IS FULLY ESTABLISHED.
 - I. REMOVE EROSION CONTROL MEASURES ONLY WHEN SITE IS FULLY STABILIZED.
 - J. COMPLIANCE WITH INSPECTIONS AND OTHER PERMIT REQUIREMENTS MUST CONTINUE UNTIL WDNr CONFIRMS TERMINATION IN WRITING.
11. TREAT WATER PUMPED FROM THE SITE BY SEDIMENT BASINS OR OTHER APPROPRIATE BEST MANAGEMENT PRACTICES SPECIFIED IN THE WDNr "CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL TECHNICAL STANDARDS". DO NOT DISCHARGE WATER IN A MANNER THAT CAUSES EROSION OF THE SITE, ADJACENT SITES, OR RECEIVING CHANNELS.
12. WASTE AND MATERIAL DISPOSAL. PROPERLY DISPOSE OF WASTE AND UNUSED BUILDING MATERIALS INCLUDING GARBAGE, DEBRIS, CLEANING WASTES, WASTEWATER, TOXIC MATERIALS, OR HAZARDOUS MATERIAL AND DO NOT ALLOW MATERIALS TO BE CARRIED OFF-SITE BY RUNOFF OR WIND.
13. PREVENT SEDIMENT FROM BEING TRACKED ONTO PUBLIC OR PRIVATE ROADWAYS. REMOVE SEDIMENT REACHING A PUBLIC OR PRIVATE ROAD BY STREET CLEANING, TO THE SATISFACTION OF THE RESIDENT PROJECT REPRESENTATIVE. BEFORE THE END OF EACH WORKDAY, FLUSHING MAY NOT BE USED UNLESS SEDIMENT WILL BE CONTROLLED BY A SEDIMENT BASIN OR OTHER APPROPRIATE BEST MANAGEMENT PRACTICE SPECIFIED IN THE WDNr "CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL TECHNICAL STANDARDS". NOTIFY THE RESIDENT PROJECT REPRESENTATIVE OF CHANGES IN STABILIZED CONSTRUCTION ENTRANCE LOCATION.
14. CLEAN OFF-SITE SEDIMENT DEPOSITS OCCURRING AS A RESULT OF A STORM EVENT BY THE END OF THE NEXT WORK DAY. CLEAN OTHER OFF-SITE SEDIMENT DEPOSITS OCCURRING AS A RESULT OF CONSTRUCTION ACTIVITIES BY THE END OF THE WORK DAY.
15. STABILIZE DISTURBED GROUND LEFT INACTIVE FOR SEVEN OR MORE DAYS BY TEMPORARY OR PERMANENT SEEDING, MULCHING, SODDING, COVERING WITH TARPS, OR EQUIVALENT BEST MANAGEMENT PRACTICES. IF TEMPORARY SEEDING IS USED, A PERMANENT COVER WILL ALSO BE REQUIRED AS PART OF THE FINAL SITE STABILIZATION. SEEDING OR SODDING WILL BE REQUIRED AS PART OF THE FINAL SITE STABILIZATION.
16. PROVIDE PERMANENT SEEDING IN ACCORDANCE WITH SPECIFICATION SECTION 32 90 00 – LANDSCAPING WORK AND WDNr TECHNICAL STANDARD 059.
17. PROVIDE TEMPORARY SEED MIX IN ACCORDANCE WITH SPECIFICATION SECTION 32 90 00 – LANDSCAPING WORK. IMMEDIATELY STABILIZE ALL DISTURBED AREAS THAT WILL REMAIN INACTIVE FOR 14 DAYS OR LONGER. BETWEEN SEPTEMBER 15 AND OCTOBER 15: STABILIZE WITH MULCH, TACKIFIER, AND A PERENNIAL SEED MIXED WITH WINTER WHEAT ANNUAL OATS, OR ANNUAL RYE, AS APPROPRIATE FOR REGION AND SOIL TYPE. FROM OCTOBER 15 THROUGH COLD WEATHER: STABILIZE WITH A POLYMER AND DORMANT SEED MIX, AS APPROPRIATE FOR REGION AND SOIL TYPE. CLASS 1 TYPE B MATTING ON SLOPES 4:1 OR STEEPER CAN BE USED. WDNr UPDATED EROSION CONTROL NOTES D03800–2019–01.

18. LOCATE SOIL OR DIRT STORAGE PILES A MINIMUM OF TWENTY-FIVE FEET FROM A DOWNSLOPE LAKE, STREAM, WETLAND, OR DRAINAGE CHANNEL. PLACE FILTER FABRIC FENCES ON THE DOWN SLOPE SIDE OF THE STOCKPILE. IMMEDIATELY INSTALL SILT FENCE OR OTHER PERIMETER CONTROL IF STOCKPILE WILL REMAIN INACTIVE FOR 7 DAYS OR LONGER. IMMEDIATELY STABILIZE STOCKPILES THAT WILL REMAIN INACTIVE FOR 14 DAYS OR LONGER. SEE EC NOTE 15 FOR STABILIZATION OPTIONS.
19. WHEN THE DISTURBED AREA HAS BEEN FULLY STABILIZED BY PERMANENT VEGETATION OR OTHER MEANS, REMOVE TEMPORARY BEST MANAGEMENT PRACTICES SUCH AS FILTER FABRIC FENCES, STRAW BALES, SEDIMENT AND SEDIMENT TRAPS.
20. NOTIFY THE RESIDENT PROJECT REPRESENTATIVE OF COMPLETION OF BEST MANAGEMENT PRACTICES WITHIN THE NEXT WORKING DAY AFTER THEIR INSTALLATION.
21. OBTAIN PERMISSION IN WRITING FROM THE RESIDENT PROJECT REPRESENTATIVE PRIOR TO MODIFYING THE EROSION CONTROL PLAN. NOTIFY WDNR AT LEAST FIVE WORKING DAYS PRIOR TO IMPLEMENTING CHANGES TO THE EROSION CONTROL PLAN.
22. REPAIR SILTATION OR EROSION DAMAGE TO ADJOINING SURFACES AND DRAINAGE WAYS RESULTING FROM LAND DEVELOPMENT OR LAND DISTURBING ACTIVITIES.
23. KEEP AND MAINTAIN A COPY OF THE EROSION CONTROL PLAN AND THE STORMWATER MANAGEMENT PLAN AT ACTIVE CONSTRUCTION SITES.



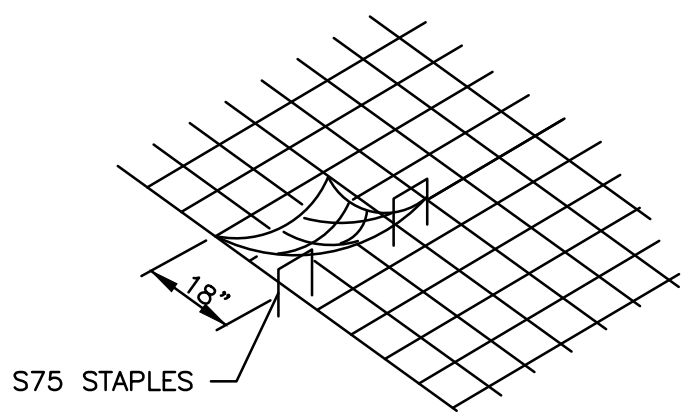
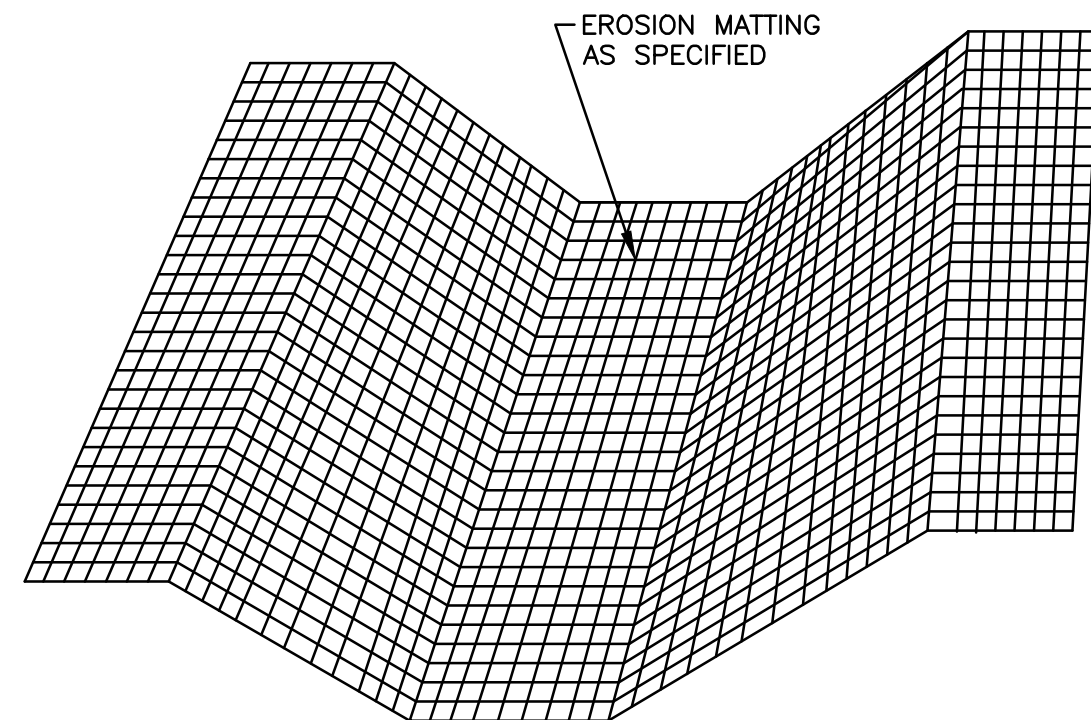
1 STONE CONSTRUCTION ENTRANCE

SCALE: NOT TO SCALE



2 DIVERSION CHANNEL

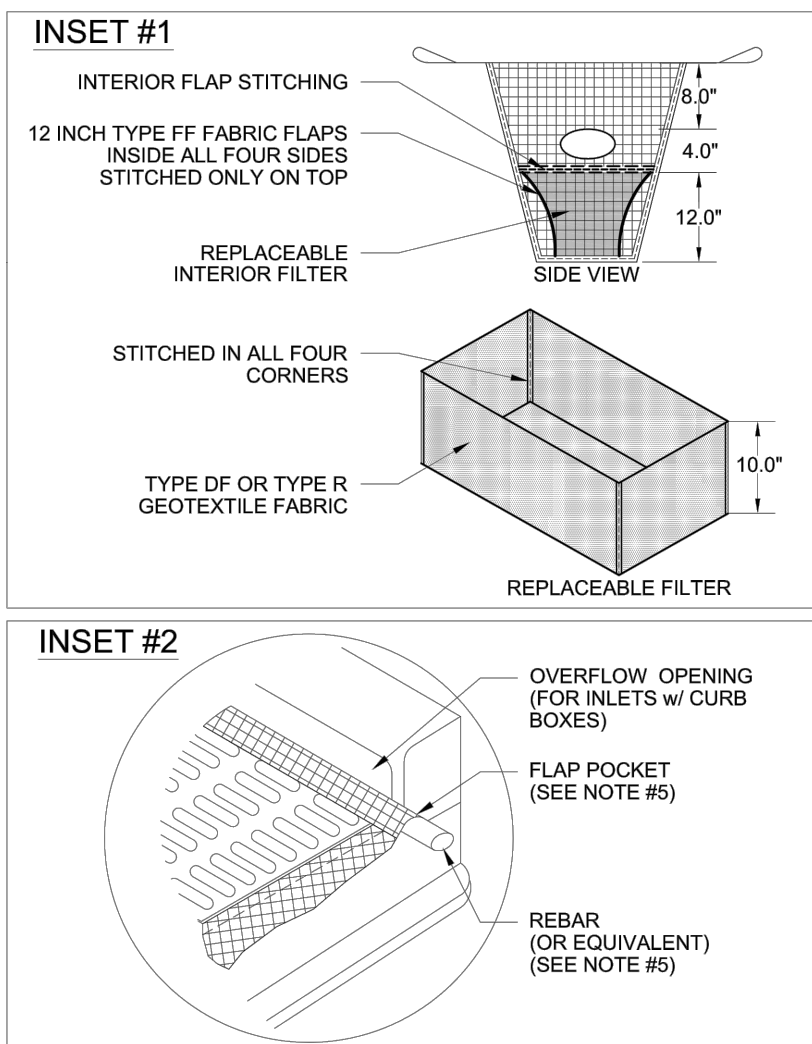
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EROSION MATTING

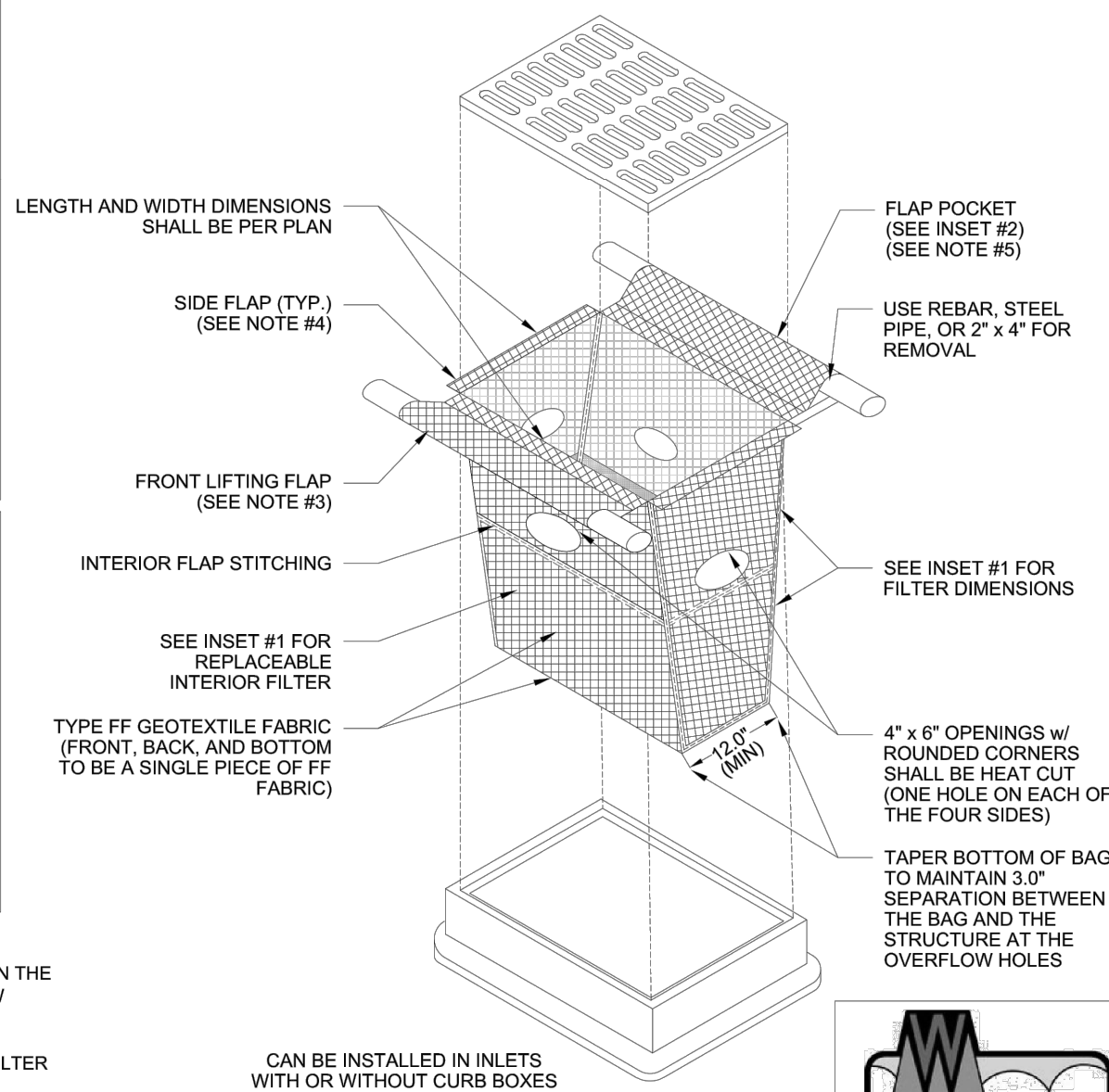
SCALE: NOT TO SCALE

FIGURE 2. INLET PROTECTION TYPE D-M



NOTES

1. TAPER BOTTOM OF BAG TO MAINTAIN THREE INCHES OF CLEARANCE BETWEEN THE BAG AND THE STRUCTURE. MEASURED FROM THE BOTTOM OF THE OVERFLOW OPENINGS TO THE STRUCTURE WALL.
2. GEOTEXTILE FABRIC TYPE FF FOR FLAPS, TOP AND BOTTOM OF OUTSIDE OF FILTER BAG. FRONT, BACK, AND BOTTOM OF FILTER BAG BEING ONE PIECE.
3. FRONT LIFTING FLAP IS TO BE USED WHEN REMOVING AND MAINTAINING FILTER BAG.
4. SIDE FLAPS SHALL BE A MAXIMUM OF TWO INCHES LONG. FOLD THE FABRIC OVER AND REINFORCE WITH MULTIPLE STITCHES.
5. FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2" X 4". THE REBAR, STEEL PIPE, OR WOOD SHALL BE PLACED IN THE REAR FLAP AND SHALL NOT BLOCK THE TOP HALF OF THE CURB FACE OPENING.



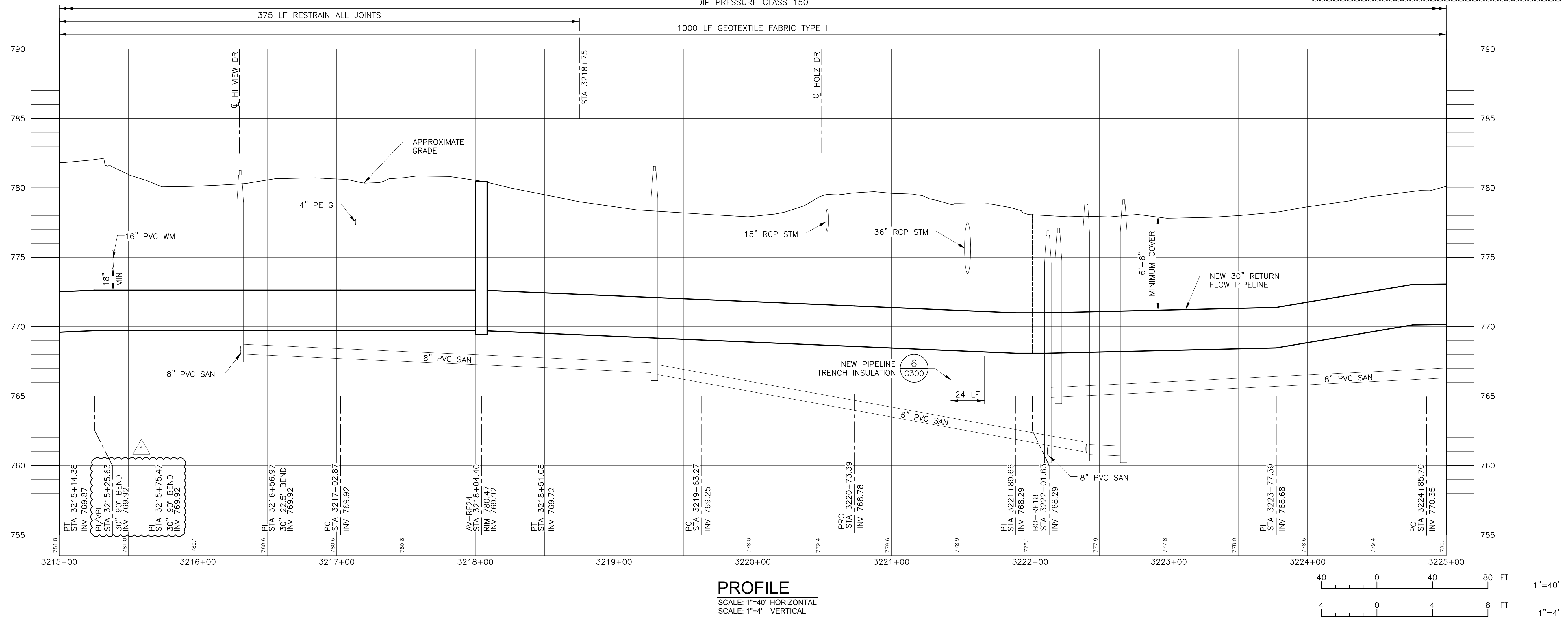
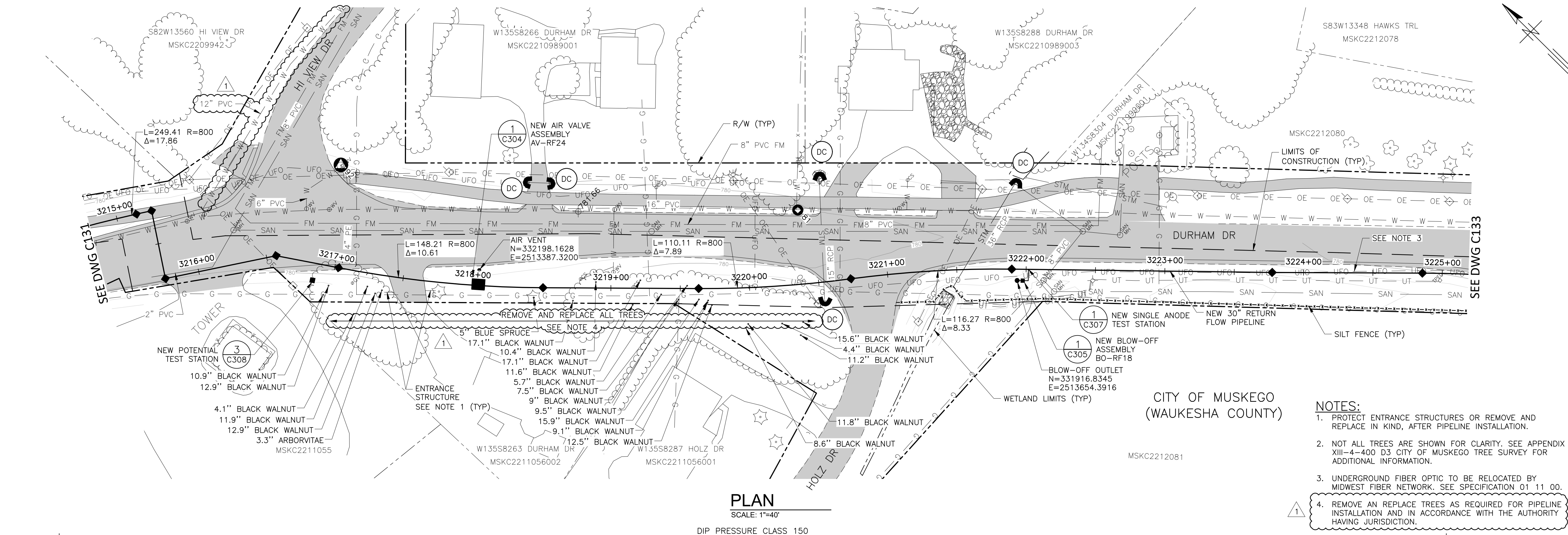
MAINTENANCE NOTES:





1. WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED IN THE FABRIC DOES NOT FALL INTO THE STRUCTURE. MATERIAL THAT HAS FALLEN INTO THE INLET SHALL BE IMMEDIATELY REMOVED.

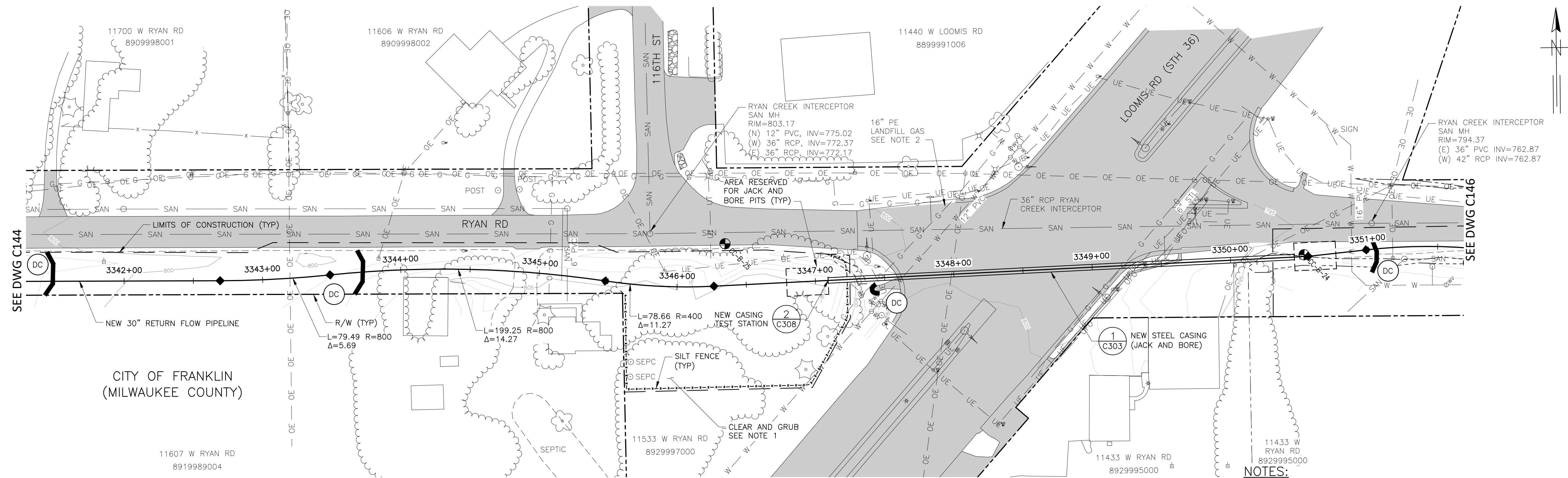


NOTES:

1. TYPE D-M TO BE USED IN ACCORDANCE WITH WDNR TECHNICAL STANDARD 1060. USE OTHER INLET PROTECTION TYPES IN ACCORDANCE WITH WDNR TECHNICAL STANDARD 1060.



 Waukesha Water Utility <small>SERVING WAUKESHA SINCE 1886</small>		 GREELEY AND HANSEN 741 N. GRAND AVE. SUITE 308 WAUKESHA, WI 53186		1		05/20		A/JM		ADDENDUM 3	
				NO.		DATE		APPD		REVISION	
 GREAT WATER ALLIANCE™ CONTRACT PACKAGE 6: RETURN FLOW PIPELINE, 18-INCH SANITARY SEWER, AND OUTFALL FACILITIES PLAN AND PROFILE STA 3215+00 TO STA 3225+00											
APPROVED											
 <div style="float: right;"> Expiration Date: 07/31/2020 </div>											
SEAL AFFIXED 5/6/2020 MONTH / DAY / YEAR											
MARCH 2020											
JOB NO.: 15310											
DESIGN RMC			CHECK CRV			APPROV AJM			TSM		
SCALE:						AS SHOWN					
DRAWING NUMBER											
C132											
SHEET 47 OF 273 REV 1											



PLAN
SCALE: 1"=40'

